

CONTRACT NO: 000571701689

This Instrument Prepared By and Return To:

Ramona Harrington

Title Services

Wyndham Vacation Resorts, Inc.

6277 Sea Harbor Drive

Orlando, FL 32821

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 02/21/2019 by and between **Gary L Winther and Elizabeth A Winther, jtwrs**, whose address is PO BOX 12457, ZEPHYR COVE, NV 89448, as Grantor(s); and **WYNDHAM VACATION RESORTS, INC., a Delaware corporation, Fairfield Resorts, Inc.**, as Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the aforesaid Grantee, its successors and assigns, the following described property:

A 400,000/90,245,000 undivided fee simple interest as tenants in common in **Units 9101, 9102, 9103, 9104, 9201, 9203 and 9204** in **South Shore Condominium** ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan").

This conveyance is subject to:

1. Real Estate Taxes for the current year and all subsequent years.
2. Declaration of Condominium and all Amendments thereto.
3. Zoning and other land use restrictions imposed by public authorities.
4. Rights or claims of parties in possession not shown by the Public Records.
5. Easements or claims of easements not shown by the Public Records.
6. Encroachments, overlaps, boundary line disputes, and other matters, which would be disclosed by an accurate survey or inspection of the premises.
7. Any adverse claim to any portion of the above described property, which has been created by artificial means or has accretion, and riparian rights, if any.
8. Restrictions, conditions, encumbrances, liens, prohibitions, and other requirements of record.

This Deed in Lieu of Foreclosure is an absolute conveyance in satisfaction of that certain Mortgage, and Note incorporated by reference therein, dated 12/29/2017, and recorded on 3/26/2018 in Official Records Book No: 2018, at Page No: 912051, of the Public Records of Douglas County, Nevada, given by Gary L Winther and Elizabeth A Winther, jtwrs as Mortgagor(s), to Wyndham Vacation Resorts, Inc., as Mortgagee and mortgaged the above described real property.

By execution hereof, Grantor does hereby release Grantee from any and all claims of any kind or nature arising out of said Mortgage, and Note incorporated by reference therein, and by acceptance of this Warranty Deed in Lieu of Foreclosure, Grantee does hereby release Grantor from any and all claims of any kind or nature arising out of said Mortgage and Note incorporated by reference therein, with both Grantor and Grantee understanding and acknowledging the significance and consequence of their specific intention to mutually release all claims. The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. The Grantor does hereby fully warrant to Grantee that Grantor is lawfully seized in the property; that Grantor has good, right and lawful authority to sell and convey said property; and Grantor hereby covenants with the Grantee that Grantor will forever warrant and defend the title to the property against all claims whatsoever.

DATED this 02/21/2019.

Gary L. Winther
Grantor: GARY L WINTHER

ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Madison) ss.

On this the 18 day of March, 20 19 before me, the undersigned, a Notary Public, within and for the County of Madison, State of New York, commissioned qualified, and acting to me appeared in person GARY L WINTHER, to me personally well known as the person(s) whose name(s) appear upon the within and foregoing deed of conveyance as the grantor and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal as such Notary Public at the County and State aforesaid on this 18 day of March, 20 19.

Signature: Kathy H. Wilson
Print Name: Kathy Wilson
Notary Public
My Commission Expires: 11/24/19

KATHY H. WILSON
NOTARY PUBLIC, STATE OF NEW YORK
MADISON COUNTY
LIC. #02W16102037
COMM. EXP 11/24/2019

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):
 a) 1318-15-819-001 PTN
 b)
 c)
 d)

2. Type of Property:
 a) Vacant Land
 b) Single Fam. Res.
 c) Condo/Twnhse
 d) 2-4 Plex
 e) Apt. Bldg
 f) Comm'/Ind'l
 g) Agricultural
 h) Mobile Home
 i) Other - Timeshare

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument#	_____
Book: _____	Page: _____
Date of Recording: _____	_____
Notes: _____	_____

3. Total Value/Sales Price of Property: \$60,633.08
 Deed in Lieu of Foreclosure Only (value of property) \$ 81,908.00
 Transfer Tax Value: \$-21274.92
 Real Property Transfer Tax Due: \$0.00

4. If Exemption Claimed:
 a) Transfer Tax Exemption, per NRS 375.090, Section: _____
 b) Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Agent for Grantor/Seller
 Signature [Signature] Capacity Agent for Grantee/Buyer

SELLER (GRANTOR) INFORMATION

(REQUIRED)
 Print Name: GARY L WINTHER
 Address: 9141 ARROWHEAD LN
 City: BRIDGEPORT
 State: NY Zip: 130309637

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: Wyndham Vacation Resorts, Inc.
 Address: 6277 Sea Harbor Drive
 City: Orlando
 State: FL Zip: 32821

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)
 White Rock Title, LLC
 700 South 21st Street
 Fort Smith, AR 72901

Escrow No.: 000571701689
 Escrow Officer: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)